Professional Indemnity Policy
Manufacturers

Schedule

Reference No: 
Insured: 
Principal Address: 
Limit of Liability: GBP in the aggregate, costs and expenses inclusive

Sub-Limits of Liability:
- Public Relations and Crisis Management Services: GBP 100,000 in the aggregate, costs and expenses inclusive
- Regulatory Investigations: GBP 100,000 in the aggregate, costs and expenses inclusive

Excess: GBP each and every claim, costs and expenses inclusive

Period of Insurance: From: To: (both dates inclusive)
Premium: GBP

Retroactive Date: 
Geographical Limits: Worldwide
Jurisdictional Limits: Worldwide excluding the United States of America

Date of Proposal: 

Insurers: 
Dated in London:
Professional Indemnity Manufacturers

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Our Agreement

What you are covered for

This policy is designed to protect you against certain of the liabilities that you may become exposed to during the course of your business activities. It is intended to respond to certain **Claims** that may be made by your clients, customers or third parties against you.

Legal Contract

This policy is a legal contract between you, the **Insured**, and us, the **Insurers**. Please read it carefully to ensure that it meets your requirements and that you understand its terms and conditions. You must provide a **Proposal** which is a fair presentation of the risk after having made all reasonable and appropriate enquiry. Failure to do so may prejudice the validity of the policy and/or your ability to receive indemnity under it.

The intermediary or insurance broker who arranged this insurance for you should be contacted without delay if any correction to this policy is necessary or if other information should be disclosed to the **Insurers**.

Claims

In the event of any **Claim** being made against you, or you becoming aware of any circumstance which is likely to give rise to a **Claim** being made against you, which may result in a payment being made under this policy, please ensure that you read and comply with the sections entitled Claims Conditions and General Conditions as a failure to do so may result in your ability to claim under this policy being compromised.

Interpretation

Words when appearing in **bold** type, other than in headings or titles of paragraphs (which headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to this contract), are defined terms whose meanings appear in the section entitled Definitions and they shall have the same meaning throughout this policy, whether expressed in the singular or the plural. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and any word appearing in this policy in the singular shall include the plural and in the plural shall include the singular. References to extensions, definitions, exclusions, claims conditions and general conditions relate to the respective sections of this policy. Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Notice to the Insured

It is always our intention to provide our clients with a first class standard of service. However, if you have any cause for complaint please refer to the Complaints Procedure appearing at the end of this policy.

If you wish to make any other enquiry concerning this policy please contact the intermediary or insurance broker who arranged this insurance for you.
**Insuring Clauses**

1. **Legal liability**

The **Insurers** agree, subject to the terms, limitations, exclusions and conditions of this policy, to pay on behalf of the **Insured** any damages and claimants’ costs which the **Insured** shall become legally liable to pay in respect of any **Claim** arising from the conduct of the **Insured’s Design and Consultancy Services** and first made against the **Insured** during the **Period of Insurance** in respect of any actual or alleged:

   (a) negligent act, error or omission
   (b) negligent misstatement or negligent misrepresentation;
   (c) breach of confidence including any misuse of information which is either confidential or subject to statutory restrictions on its use;
   (d) loss of or damage to any **Documents**;
   (e) libel or slander;
   (f) dishonesty of **Employees**; or
   (g) negligent act, error or omission of **Service Providers**.

2. **Costs and Expenses**

The **Insurers** agree, subject to the terms, limitations, exclusions and conditions of this policy, to pay on behalf of the **Insured** necessary and reasonable legal costs and expenses incurred with the **Insurers’** prior written consent, such consent not to be unreasonably withheld, in the investigation, defence or settlement of any claim covered under this policy.

Costs and expenses do not include:

   (a) damages or costs awarded against the **Insured** (which are covered under insuring clause 1 above);
   (b) remuneration of whatsoever nature due to the **Insured** or to any **Director**, **Partner**, **Member** or **Employee** of the **Insured**; or
   (c) any internal costs or expenses of the **Insured**.

In no event shall **Insurer’s** liability under this policy (including extensions) exceed the amount stated as the limit of liability in the **Schedule**.
Extensions

The following extensions shall apply to claims first made against the Insured during the Period of Insurance and arising from the conduct of the Insured's Design and Consultancy Services. They shall be subject to the limit of liability stated in the Schedule and to all other terms, limitations, exclusions and conditions of this policy.

1. Acquisitions and Formations of Companies

Where the Insured acquires or forms a company subsequent to the inception date of this policy and the turnover relating to such acquired or formed company does not exceed ten percent (10%) of the turnover of the companies covered under this policy at the inception date of this policy, then this policy shall include as an Insured any such acquired or formed company automatically from the date of acquisition or formation without additional premium provided that:

(a) the business services carried out by such company is the same as the Insured’s Design and Consultancy Services;
(b) prior to the acquisition, the acquired company shall not have notified or be aware of any claim or circumstance that might reasonably be expected to give rise to a claim under a policy of this kind;
(c) the Retroactive Date applicable to the business services of the new entity is deemed to be the date of acquisition or formation by the Insured;
(d) the Insured controls the composition of the board of directors or controls more than half the voting power at a general meeting of shareholders or holds more than half of the issued share capital (regardless of class of share);
(e) the acquired or formed company is not domiciled or incorporated or listed in the United States of America, its territories or possessions; and
(f) the acquired or formed company does not derive in excess of 20% (twenty percent) of its turnover from the United States of America, its territories or possessions.

2. Court Attendance Compensation

For any person described in (a) and (b) below who is required and attends a court, an arbitration or an adjudication hearing as a witness in connection with a Claim notified under and covered by this policy, cover is extended to include provision for indemnity to the Insured at the following daily rates:

(a) for any principal, Partner, Director or Member of the Insured: GBP 500
(b) for any Employee: GBP 250

The excess shall not apply to this extension.

3. Employee Indemnification

If the Insured requests, the Insurers will treat a Claim made against any Employee as if the Claim were made against the Insured, provided always that such Employee shall observe, fulfil and be subject to all the terms, conditions and exclusions of this policy as if they were the Insured and provided also that the Employee does not have any direct or indirect financial interest in the proceeds of the Claim and has not made any profit or gain out of the transaction giving rise to the Claim.

4. Joint Ventures/ Consortia

Provided that the Insured has declared to the Insurers all fees/turnover received from a joint venture or consortium, the cover provided under this policy is extended to include the Insured’s liability to pay in respect of any Claim as a direct result of its participation in such joint venture or consortium.

This extension shall indemnify the Insured’s liability only and does not extend to cover the Insured’s liability which has been assumed on behalf of any other member of a joint venture or consortium and/or pursuant to any joint and joint and several liability provisions. No other participant in such joint venture or consortium, and no other third party, shall have any rights under this policy, and neither shall the Insurers be liable to pay a contribution to any insurer of any other participant in such joint venture or consortium.
5. **Public Relations and Crisis Management Services**

The Insurers agree, subject to the relevant sub-limit of liability stated in the Schedule, that following a Claim having been made and covered under this policy, cover is extended to include all reasonable costs which the Insured incurs with the Insurers’ prior written consent for a public relations and/or crisis management consultant to avert or mitigate any reputational damage to the Insured’s business.

6. **Regulatory Investigations**

The Insurers agree, subject to the relevant sub-limit of liability stated in the Schedule, that cover under this policy is extended to include the necessary and reasonable costs and expenses (which are not otherwise covered by this policy) of legal representation of the Insured at any regulatory investigation or disciplinary proceeding at which the Insured in the opinion of the Insurers, in their absolute discretion, should be represented by reason of any conduct which might give rise to or has given rise to a claim under this policy.

Provided always that the Insurers shall not be liable to pay any penalty, fine or award made against the Insured arising out of the regulatory investigation or disciplinary proceeding and no costs, charges or expenses of any kind other than those incurred with the prior written consent of the Insurers shall be payable hereunder.

**Definitions**

1. **Claim**

The term “Claim” means a demand by a third party for compensation or damages from or the assertion of a right against any Insured.

All claims consequent upon or attributable to one originating source or cause (including but not limited to the dishonest, fraudulent, criminal or malicious acts of any one person or of persons acting in collusion) shall be deemed to be one Claim.

2. **Computer**

The term “Computer” means any information and/or communication technology system, device or equipment including any hardware, software or firmware.

3. **Computer Virus**

The term “Computer Virus” means any malicious software.

4. **Design and Consultancy Services**

The term “Design and Consultancy Services” means the:

(a) design, specification or formulation of Your Product; and

(b) advice, design and consulting in connection with Your Product.

5. **Director**

The term “Director” has the meaning given by section 250 of the Companies Act 2006.

6. **Document**

The term “Document” means:

(a) all documents and electronic data but excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, drafts, postal orders, money orders, bills of exchange, promissory notes, securities, negotiable instruments and the like; and

(b) separable programmes, instructions or data for physical incorporation into any Computer; belonging to the Insured or for which the Insured is legally responsible, whilst in the custody of the Insured, or in the custody of any person to or with whom they have been entrusted, lodged or deposited by the Insured in the ordinary course of the Insured’s Design and Consultancy Services.
7. **Employee**

   The term "**Employee**" means any person, other than a **Director**, **Partner** or **Member** of the **Insured**, who is or was:
   
   (a) under a contract of service or apprenticeship with the **Insured**; or
   
   (b) supplied to or hired or borrowed by the **Insured**; or
   
   (c) under any work experience or similar scheme with the **Insured**;

   whilst employed by the **Insured** or engaged by and under the control of the **Insured** in connection with the **Insured's Design and Consultancy Services**.

8. **Fungi**

   The term "**Fungi**" means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including, but not limited to, mould, toxic mould, mildew, mycotoxins, spores or any biogenic aerosols.

9. **Geographical Limits**

   The term "**Geographical Limits**" means those territories stated as such in the **Schedule**.

10. **Insured**

    The term "**Insured**" means:
    
    (a) the person or entity stated as such in the **Schedule** and its **Subsidiaries**;
    
    (b) the **Directors**, **Partners** and **Members** of such entity;
    
    (c) in the event of the death, incompetence or bankruptcy of any natural person in (a) or (b) above, their estates, heirs, legal representatives or assigns for legal liabilities of those within (a) or (b) above.

11. **Insurers**

    The term "**Insurers**" means the insurance company or underwriters specified as such in the **Schedule**.

12. **Jurisdictional Limits**

    The term "**Jurisdictional Limits**" means those territories stated as such in the **Schedule**.

13. **Member**

    The term "**Member**" means any person holding that position within a limited liability partnership.

14. **Partner**

    The term "**Partner**" has the meaning given by the Partnership Act 1890.

15. **Period of Insurance**

    The term "**Period of Insurance**" means the period stated as such in the **Schedule**.

16. **Pollution**

    The term "**Pollution**" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, **Fungi**, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed).

17. **Premium**

    The term "**Premium**" means the amount stated as such in the **Schedule** plus all applicable taxes.

18. **Proposal**

    The term "**Proposal**" means the written proposal prepared by the **Insured** and any other information provided to the **Insurers** by the **Insured**.

19. **Retroactive Date**

    The term "**Retroactive Date**" means the date (if any) stated as such in the **Schedule**.

    Where a **Retroactive Date** is specified in the **Schedule**, then cover under this policy shall only be provided in respect of events occurring or acts, errors or omissions first committed or allegedly first committed on or after the **Retroactive Date**.
Where no Retroactive Date is specified in the Schedule, cover under this policy shall be provided in respect of events occurring or acts, errors or omission irrespective of when they occurred or were committed or allegedly committed.

20. Schedule

The term “Schedule” means the document titled schedule or declarations that includes the name and address of the Insured, the Premium and other variables to this policy (including endorsement clauses) and is incorporated in this policy and accepted by the Insured. Schedules may be re-issued from time to time where each successor overrides the earlier document.

21. Service Provider

The term “Service Provider” means a business the Insured does not own, operate or control, but that the Insured hires for a fee under a written contract to perform services on behalf of the Insured in the course of the Insured’s Design and Consultancy Services.

22. Subsidiary

The term “Subsidiary” means any company in respect of which the Insured prior to the inception date of this policy:

(a) controls the composition of the board of directors; or
(b) controls more than half of the voting power at a general meeting of shareholders; or
(c) holds more than half of the issued share capital (regardless of class of share).

23. Terrorism

The term “Terrorism” means the use of force or violence and/or the threat thereof, by any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

24. Unlawful Association

The term “Unlawful Association” means any organisation which is engaged in Terrorism and includes any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000.

25. USA Claim

The term “USA Claim” means any Claim made or legal proceedings instituted within the United States of America and/or territories or possessions which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any award or judgment in connection therewith.

For the avoidance of doubt, this policy will only cover USA Claims when the Jurisdictional Limits include the United States of America.

26. War

The term “War” means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

27. Your Product

The term “Your Product” means

(a) any goods or products (other than buildings) manufactured, sold, handled, distributed or disposed of by the Insured or any other entity legitimately trading under the Insured’s name; and
(b) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

The term “Your Product” extends to include warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such goods or products; and the provision of or failure to provide adequate warnings or instructions.
Exclusions

The Insurers shall not be liable under this policy for any damages, claimants' costs, costs and expenses or any other liability or payment which results directly or indirectly from, is in consequence of, or is in any way related to:

1. **Asbestos**
   bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any person (or the fear thereof) resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or

2. **Bodily Injury/Property Damage**
   (a) bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any person (other than emotional distress arising from any libel or slander); or
   (b) any loss of, damage to or destruction of property, including loss of use, (other than as provided by insuring clause 1.(d));
   unless such Claim directly results from a legal liability owed by the Insured in the course of the Insured's Design and Consultancy Services to a third party;

3. **Breach of Intellectual Property Rights**
   any actual or alleged infringement of any copyright, patent, service mark, trademark, trade secret or any other intellectual property right, registered or unregistered, or of any misappropriation of ideas;

4. **Computer Viruses and Unauthorised Use**
   (a) the transmission of any Computer Virus; and/or
   (b) the failure to prevent unauthorised use of or access to any Computer;

5. **Consortia and Joint Ventures**
   the operation or existence of any joint venture or consortium in which the Insured has an interest other than to the extent that cover is provided under extension 4. Joint Ventures/Consortia;

6. **Contractual Liability**
   any liability assumed by the Insured under any express warranty (except a warranty of authority), agreement or guarantee, unless such liability would have attached to the Insured in the absence of such express warranty, agreement or guarantee;

7. **Cost Guarantee**
   the provision of a guarantee, warranty or estimate of the cost of Your Product;

8. **Delay in Contract Completion**
   a delay by the Insured in the completion of any contract or agreement, either in whole or in part, unless such Claim arises solely by reason of a negligent act, error or omission in the conduct of the Insured's Design and Consultancy Services;

9. **Dishonest and Malicious Acts**
   (a) any dishonest, fraudulent, criminal or malicious act or omission of the Insured, other than as provided by insuring clause 1.(f);
   (b) any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the Insured had or should have had reasonable cause for suspicion of any dishonest, fraudulent, criminal or malicious act or omission in relation to that person even if otherwise covered under insuring clause 1.(f);

   No person committing or condoning a dishonest, fraudulent, criminal or malicious act or omission shall be entitled to any recovery under this policy.
10. **Employers’ Liability and Employment Practices Liability**
   (a) bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any Employee, Director, Partner or Member whilst in the course of their employment for or on behalf of the Insured; or
   (b) any breach of any obligation owed by the Insured as an employer or potential employer to any actual or prospective Employee, Director, Partner or Member;

11. **Faulty Workmanship**
    faulty workmanship, construction, erection, fabrication or installation of Your Product;

12. **Financial Interest**
    a Claim made against the Insured by:
    (a) any other person falling within the definition of the Insured;
    (b) any parent or Subsidiary company of the Insured;
    (c) any person or entity having a financial, executive or controlling interest in the Insured; or
    (d) any company or entity in which the Insured or any Director, Partner or Member of the Insured has a financial, executive or controlling interest;
    unless such Claim is for indemnity or contribution in respect of a Claim made by an independent third party against such company, person or entity and such Claim directly results from a legal liability owed by the Insured in the course of the Insured’s Design and Consultancy Services to that third party;

13. **Fines/ Penalties**
    any fine or penalty, punitive, exemplary, restitutiorinary or non-compensatory damages (other than exemplary damages in respect of libel or slander);

14. **Geographical Limits**
    the conduct of the Insured’s Design and Consultancy Services outside the Geographical Limits;

15. **Insolvency/ Bankruptcy of the Insured**
    the insolvency or bankruptcy of the Insured;

16. **Insurance/ Financial Advice**
    (a) the effecting or maintaining, or failure to effect or maintain, insurance; or
    (b) the provision of finance or advice on financial matters;

17. **Jurisdictional Limits**
    any claims action or proceeding brought in a court or before an arbitration tribunal or made under the laws of any territory outside the Jurisdictional Limits;

18. **Known Circumstances**
    any Claim or circumstances existing prior to or at the inception of this policy and which the Insured knew or ought reasonably to have known was likely to give rise to a Claim or to the incurring of costs and expenses;

19. **Known or Suspected Defects**
    any defect, deficiency, inadequacy or hazardous condition of Your Product known or suspected by the Insured prior to the distribution or sale of Your Product;

20. **Pollution**
    Pollution;

21. **Products**
    goods or products sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by the Insured or by any person acting for or on behalf of the Insured other than in the conduct of the Insured’s Design and Consulting Services;
22. **Property**
the ownership, possession, maintenance or use by or on behalf of the *Insured* of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

23. **Radioactive Contamination or Explosive Nuclear Assemblies**
(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
(b) any legal liability of whatsoever nature;
directly or indirectly caused by or contributed to by or arising from:
(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

24. **Retroactive Date**
any event occurring or any act, error, or omission committed or alleged to have been committed prior to the *Retroactive Date* (if any) stated in the *Schedule*;

25. **Subsidiaries**
any act, error or omission of any *Subsidiary* unless such *Subsidiary* has been included in the *Proposal* or to the extent that cover is provided under extension 1. Acquisitions and Formations of Companies;

26. **Taxation, Competition, Restraint of Trade and Anti-Trust**
any breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust;

27. **Trading Loss**
any trading losses or trading liabilities or trading debts incurred by any business managed by or carried on by the *Insured*;

28. **USA**
(a) the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder;
(b) any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder;
(c) any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934 or any similar Federal or State law or any common law relating thereto;

29. **War and Terrorism**
(a) *War*;
(b) *Terrorism*;
(c) any unlawful, wanton or malicious act committed by a person or persons acting on behalf of or in connection with any *Unlawful Association*;

regardless of any other cause or event contributing concurrently or in any other sequence to the claim or loss.
The *Insurers* shall not be liable for any claims, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) and/or (c) above.

If the *Insurers* allege by reason of this exclusion that any loss, damage, cost or expense is not covered by this policy then the *Insured* shall have the burden of proving that this exclusion should not apply.

In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall still be of full force and effect;

30. **Wear and Tear**
any *Claim* based upon or arising out of either ordinary wear and tear, or, the gradual deterioration of *Your Product*;
Claims Conditions

1. Claims Notification

The Insured shall give written notice to the Insurers as soon as reasonably practicable, but within the Period of Insurance, of:

(a) any Claim; or

(b) the receipt of any notice of an intention to make a Claim; or

(c) any circumstances of which the Insured shall become aware which is likely to give rise to a Claim, giving detailed reasons for the anticipation of such Claim, together with full particulars as to dates and persons involved.

Such notice having been given as required by (b) or (c) above, any subsequent Claim made shall be deemed to have been made during the Period of Insurance.

2. Claims Handling

(a) The Insured and any person acting on behalf of the Insured shall:

(i) not admit liability in part or in full for or settle or attempt to settle any Claim or incur any costs and expenses in connection with any Claim without the Insurers’ prior written consent (such consent not to be unreasonably withheld); and

(ii) give all such information or assistance possible and forward all documents as the Insurers may require to enable them to investigate, settle or defend any Claim.

(b) The Insurers shall be entitled, but not obliged, at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for their own benefit any claim for payment, indemnity or damages or otherwise against any third party.

(c) The Insured shall not be required to contest any Claim unless Queen’s Counsel (to be mutually agreed upon by the Insured and the Insurers or, in default of agreement, to be appointed by the President for the time being of the Law Society) shall advise that the defence of such Claim has 50 percent or greater prospect of success.

(d) The Insurers shall not settle any Claim without the consent of the Insured. If, however, the Insured shall refuse to consent to any settlement recommended by the Insurers and shall elect to contest a Claim, then the Insurers’ liability for such Claim (including costs and expenses) shall not exceed the amount for which the Claim could have been settled inclusive of costs and expenses incurred with their consent up to the date of such refusal, and then only up to the limit of liability stated in the Schedule. At any stage of a claim Insurers can pay the Insured the applicable limit of liability or what remains after any earlier payment from that limit of liability. Insurers will pay costs and expenses already incurred at the date of Insurers’ payment. Insurers will then have no further liability for that claim or its costs and expenses.

(e) The Insured shall not, except as may be required by law or during the ordinary course of the Insured’s Design and Consultancy Services, disclose to anyone the existence of this policy without the Insurers’ prior written consent. For the avoidance of doubt, a requirement to disclose the existence of this policy is not a requirement to disclose its terms and conditions. However, the Insured may at any time request a proof of professional indemnity cover from its insurance intermediary who has arranged this policy and the disclosure of such proof of professional indemnity cover to any third party shall not be considered by the Insurers as a breach of this claims condition 2(e).

(f) The Insurers shall be entitled to examine & audit your accounts & records as they relate to this policy at any time during the policy period & up to three years afterwards.
General Conditions

1. Limit of Liability and Sub-Limits of Liability

In no event shall Insurers’ total aggregate liability under this policy including any extensions or endorsements to this policy (inclusive of costs and expenses) exceed the amount stated as the limit of liability in the Schedule, irrespective of the number of claims made and the number of parties against whom such claims may be made.

Any sub-limit of liability stated in this policy or in the Schedule applies as if it was the limit of liability for the claims specified for that sub-limit of liability and is deemed to be part of and not in addition to the limit of liability specified in the Schedule unless specifically stated to the contrary in this policy or in the Schedule.

2. Excess

The Insurers shall only be liable to pay after the Insured has paid the applicable excess stated in the Schedule, which shall apply to each and every claim and shall be inclusive of costs and expenses. However, even if the basis of the excess in the Schedule states otherwise, in respect of USA Claims the excess shall always apply to each and every claim and shall be inclusive of costs and expenses.

3. Material Alterations

The Insured shall give written notice to the Insurers as soon as reasonably practicable thereafter of any material change or change in circumstances affecting the nature of the Insured’s Design and Consultancy Services and, until the Insurers have agreed in writing to accept the altered risk, the Insurers shall not provide any cover in respect of liability arising from such material change or change in circumstances.

4. Disclosure

The Insured must have provided the Proposal with reasonable skill and care and after having made all reasonable and appropriate enquiries.

If the Insured has made any misrepresentation or non-disclosure of any material fact or circumstance then the Insurers will not seek to avoid this policy, unless either:

(a) the Insurers reasonably believe such misrepresentation or non-disclosure was deliberate or reckless; or
(b) the Insurers would not have underwritten this policy on any terms if the fact or circumstance had been disclosed or not misrepresented.

Subject to the paragraph above, if the Insured made any misrepresentation or non-disclosure of any material fact or circumstance and the Insurers would still have underwritten this policy but on different terms had the fact or circumstance been disclosed or not misrepresented, then Insurers may instead:

(i) reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which Insurers would have charged had the Insured told Insurers about a material fact or circumstance. The same reduction shall be applied to any claims which have already been paid and any overpayment of such claims by Insurers shall be repaid by the Insured; and/or

(ii) treat the policy as if it had included such additional terms (other than terms relating to premium) as Insurers would have imposed had the Insured told Insurers about a material fact or circumstance. Any such additional terms apply equally to existing, past and future claims.

5. Subrogation

The Insurers shall be subrogated to all the Insured’s rights of recovery against any person, including but not limited to Service Providers, to the extent of any payment made under this policy and the Insured shall take all steps necessary to preserve the Insurers’ rights of subrogation and shall give all such assistance in the exercise of rights of recovery as the Insurers may require. The Insurers agree not to exercise any such rights against any Director, Member or Employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that Director, Member or Employee.

In this general condition Employee shall not include any Service Provider.
6. **Fraudulent Claims**

If the **Insured** makes a fraudulent claim under this policy then the **Insurers**:  
(a) will not pay such fraudulent claim;  
(b) may recover from the **Insured** any sums that they paid the **Insured** in respect of the claim; and  
(c) may give the **Insured** notice to terminate this policy with effect from the time of the fraudulent act.

A fraudulent claim includes supporting a claim by fraudulent documents, devices or statements (whether or not the claim itself is genuine) and exaggerated claims.

If the **Insurers** do terminate this policy then the **Insurers** will refuse all liability to the **Insured** for claims under this policy occurring after the time of the fraudulent act; and they will not return any of the **Premium**. Such termination of policy by **Insurers** will not affect the policy with respect to a claim occurring prior to the fraudulent act.

7. **Premium Payment**

If the **Premium** has not been paid within 60 days of inception, the **Insurers** may cancel this policy by giving 15 days written notice to the **Insured** or to its insurance broker. In the event of cancellation, premium is due to the **Insurers** on a pro rata basis for the period that the **Insurers** were on risk but the full **Premium** shall be payable in the event of notification of a **Claim** or of any circumstances before the effective date of termination. If the **Premium** is paid in full to the **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this policy shall automatically terminate at the end of the notice period.

8. **Cancellation**

This policy may be cancelled at any time by the **Insured** giving notice of cancellation in writing to the **Insurers**. **Insurers** shall retain the proportion of the **Premium** for the period up to the receipt of the cancellation notice.

However, if the **Insured** reports to **Insurers** any **Claim** or any circumstance prior to the receipt of the cancellation notice, then the **Insurers** shall retain the entire **Premium** whether or not any payment is ever made.

9. **Third Party Rights**

The parties to this policy are the **Insurers** and the **Insured**. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the Act.

10. **Waiver**

Any waiver by the **Insurers** of any provision of this policy will not prevent the **Insurers** from relying on such provision, term or condition in the future.

11. **Sanctions**

The **Insurers** shall not be deemed to provide cover and shall not pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

12. **Law and Jurisdiction of Contract**

This policy shall be governed by the laws of England and Wales and any dispute in connection with this policy shall be subject to the exclusive jurisdiction of the English Courts.

13. **Statutes**

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

14. **Other Insurance**

The **Insurers** will not make any payment under this policy where the **Insured** would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected.
15. Breach of Condition

Where the Insured’s breach of or non-compliance with any condition of this policy has resulted in prejudice to the Insurers; in the handling or settlement of any claim, the amount of any loss sustained by the Insured or in the obtaining of reimbursement from any source, then the amount of cover afforded (including liability for claimant’s costs) shall be reduced to such sum as in the Insurers’ reasonable opinion would have been payable by them in the absence of such prejudice.

If any payment on account of any such rejected or reduced claim has already been made the Insured will immediately repay to the Insurers all such payments which the Insurers determine should not have been made.
Complaints Procedures

Markel Syndicate 3000 at Lloyd’s of London

The Insurer is Markel Syndicate 3000 at Lloyd’s of London. In the event that you are dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel Syndicate Management Limited (Lloyd's Managing Agent for Syndicate 3000) 20 Fenchurch Street, London EC3M 3AZ or the Policyholder and Market Assistance Team at Lloyd’s.

Their address is:
Policyholder and Market Assistance, Market Services, Lloyd’s, One Lime Street, London, EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
e-mail: complaints@lloyds.com
Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint – How We Can Help” available at www.lloyds.com/complaints and also available from the above address.
If you remain dissatisfied after Lloyd’s has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.
Following this complaints procedure does not affect your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service’s contact details are:
e-mail: complaint.info@financial-ombudsman.org.uk
phone: 0800 023 4567 or 0300 123 9123

Markel Syndicate 3000 at Lloyd’s of London

Markel Syndicate 3000 is a syndicate at Lloyd’s of London. The Lloyd's Managing Agent for Markel Syndicate 3000 is Markel Syndicate Management Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 204953).
Complaints Procedures

Markel International Insurance Company Limited

The Insurer is Markel International Insurance Company Limited. In the event that you are dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service without affecting your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service’s contact details are:
website:  www.financial-ombudsman.org.uk
email:  complaint.info@financial-ombudsman.org.uk
phone:  0800 023 4567 or 0300 123 9123

Markel International Insurance Company Limited

Markel International Insurance Company Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 202570).